

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

IN RE SELENIOUS ACID LITIGATION

C.A. No. 2:24-7791-BRM-CLW
(consolidated with C.A. No. 2:24-cv-11108)

CONSENT JUDGMENT

American Regent, Inc. ("ARI") and Accord Healthcare Inc. ("Accord"), parties in the above-captioned action, have resolved this litigation for good cause and valuable consideration recognized by ARI and Accord. Now the parties, by their respective undersigned attorneys, hereby stipulate and consent to entry of judgment and an injunction in the action, as follows:

IT IS this _____ day of _____, 2025:

ORDERED, ADJUDGED AND DECREED as follows:

1. This District Court has jurisdiction over the subject matter of the above action and has personal jurisdiction over the parties.
2. As used in this Consent Judgment, (i) the term "Accord Products" shall mean the drug product manufactured, sold, offered for sale or distributed pursuant to Abbreviated New Drug Application No. 218655 as defined in the settlement agreement entered into between the parties ("Settlement Agreement"); (ii) the term "'565 Patent" shall mean United States Patent No. 11,998,565 and "'957 Patent" shall mean United States Patent No. 12,150,957; and (iii) the term "Affiliate" shall have the meaning set forth in the Settlement Agreement.
3. Unless otherwise specifically authorized by ARI pursuant to the Settlement Agreement or by 35 U.S.C. § 271(e)(1), Accord, including any of its Affiliates, successors and assigns, is enjoined from infringing the '565 Patent and '957 Patent, on its own part or through

any Affiliate, by making, having made, using, selling, offering to sell, importing or distributing of the Accord Products in the United States.

4. Compliance with this Consent Judgment may be enforced by ARI, its successors in interest, or assigns, as permitted by the terms of the Settlement Agreement.

5. This District Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement Agreement.

6. All claims, counterclaims, affirmative defenses and demands in this action are hereby dismissed without prejudice and without costs, disbursements or attorneys' fees to any party, except as otherwise agreed to by the parties.

7. Nothing herein prohibits or is intended to prohibit Accord from maintaining and/or filing (e.g., in the case of a recertification pursuant to 21 C.F.R. § 314.96(d)) a "paragraph IV" certification pursuant to 21 U.S.C. § 355(j)(2)(A)(vii)(IV) or pursuant to 21 C.F.R. 314.94(a)(12) with respect to the '565 Patent and/or the '957 Patent.

8. Nothing herein shall preclude the U.S. Food & Drug Administration from granting final approval to Accord's ANDA No. 218655, and any stay with respect to the approval of Accord's ANDA No. 218655 under 21 U.S.C. § 355(j)(5)(B)(iii) is hereby terminated.

United States District Judge

Dated: March 10, 2025

We hereby consent to the form and entry of this Order:

By: s/ Charles H. Chevalier

Charles H. Chevalier
Gibbons P.C.
One Gateway Center
Newark, New Jersey 07102
(973) 596-4611

OF COUNSEL:

Dennies Varughese, Pharm.D.
Uma Everett
STERME, KESSLER, GOLDSTEIN &
FOX P.L.L.C.
1100 New York Avenue NW, Suite 600
Washington, DC 20005
(202) 371-2600

*Attorneys for Plaintiff
American Regent, Inc.*

By: s/ Kristen Healey Cramer

Kristen Healey Cramer (No. 044752003)
Noelle B. Torrice (No. 07192013)
BENESCH FRIEDLANDER
COPLAN & ARONOFF LLP
1313 North Market Street, Suite 1201
Wilmington, Delaware 19801
Telephone: 302.442.7010
Facsimile: 302.442.7012
Email: kcramer@beneschlaw.com
Email: ntorrice@beneschlaw.com

OF COUNSEL (*pro hac vice*):

Michael S. Weinstein
BENESCH FRIEDLANDER
COPLAN & ARONOFF LLP
127 Public Square, Suite 4900
Cleveland, Ohio 44114
Telephone: (216) 363-6228
Email: mweinstein@beneschlaw.com

Manish K. Mehta
Samuel J. Ruggio
BENESCH FRIEDLANDER
COPLAN & ARONOFF LLP
71 South Wacker, Suite 1600
Chicago, Illinois 60606
Email: mmehta@beneschlaw.com
Email: sruggio@beneschlaw.com

*Attorneys for Defendant
Accord Healthcare Inc.*